

JACOBS FACILITIES INC.,)	AGBCA No. 2003-172-ADR
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Appellant)	
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Representing the Appellant:)	
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OPINION OF THE BOARD OF CONTRACT APPEALS

December 18, 2003

VERGILIO, Administrative Judge.

On May 20, 2003, the Board received a notice of appeal from Jacobs Facilities Inc. of Arlington, Virginia (contractor). Disputes arose under a contract, number 53-3K15-6-0230, between the contractor and the U. S. Department of Agriculture, Agricultural Research Service (Government). The contractor was providing construction phase services at the Beltsville Human Nutrition Research Center in Beltsville, Maryland. The contractor had submitted four claims totaling approximately \$97,000 to recover for what it described as work in excess of that described in the contract, that is, for “out of scope work.” The claims are as follows: (1) \$20,938.00 for what is alleged to be the processing of requests for information in excess of the quantity agreed to in the contract; (2) \$58,797.00 for what is alleged to be the review and processing of submittals in excess of the quantity agreed to in the contract; (3) \$10,670.61 associated with preparing and providing electronic drawings for a general contractor in a useable format; and (4) \$6,375.97 for costs (and a mark-up for profit) said to be incurred in revising the project interior finish schedule. The contracting officer denied each claim. This timely-filed appeal ensued, pursuant to the Contract Disputes Act of 1978, 41 U.S.C. §§ 601-613, as amended.

The contractor initially elected to utilize the accelerated procedure. 41 U.S.C. § 607(f); Rule 12.3. Thereafter, the parties agreed to utilize a binding alternative dispute resolution (ADR) process with the presiding judge to rule with a binding, non-appealable determination. The determination would be made after a review of the appeal file and supplements, and each party's statement of its position (factual and legal), and after each party had the opportunity to present witnesses in an informal (not transcribed) hearing. The informal hearing occurred on December 17, 2003. The presiding judge determined that the contractor is entitled to recover \$6,202.08.

DECISION

The contractor is entitled to recover, and the Government obligated to pay the contractor, \$6,202.08. This matter is resolved and removed from the Board's docket.

JOSEPH A. VERGILIO

Administrative Judge

Issued in Washington, D.C.

December 18, 2003